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of the Circuit Court of Prince William County. There was judgment for the former, and the latter brings error. Reversed.

R. A. Hutchison, of Manasses, for plaintiff in error.

LAWSON *v.* HOBBS.

March 18, 1917.

[91 S. E. 750.]

1. Evidence (§ 441 (9)*)—Parol Evidence—Varying Contract of Sale—Place of Delivery.—Where a written contract of sale specified delivery of engine to be “f. o. b. Suffolk” without qualification, parol evidence showing that it was to be delivered at defendant’s place of business at Norfolk was properly rejected, because varying the plain terms of the written instrument.

[Ed. Note.—For other cases, see Evidence, Cent. Dig. § 1787.* 10 Va.-W. Va. Enc. Dig. 670.]

2. Sales (§ 79, 201 (4)*)—Construction of Contract—Place of Delivery—“Free on Board”—“F. O. B.”—A contract for sale “free on board” or “f. o. b.” a certain place without qualification means that goods are to be placed on board cars for shipment without act or expense of buyer, and that title then passes, and the property is then wholly at the buyer’s risk, and such words are not open to construction.

[Ed. Note.—For other cases, see Sales, Cent. Dig. §§ 214, 216, 535, 536.* 15 Va.-W. Va. Enc. Dig. 409.]

For other definitions, see Words and Phrases, First and Second Series, Free on Board; f. o. b.]

3. Evidence (§ 442 (6)*)—Parol Evidence—Explaining Contract of Sale—Place of Delivery.—Parol Evidence showing that more specific shipping directions were to be given where contract of sale merely specified “f. o. b.” is admissible, where the point is material, not to contradict the contract, but as consistent with it.

[Ed. Note.—For other cases, see Evidence, Cent. Dig. §§ 1877, 1886, 1887.* 10 Va.-W. Va. Enc. Dig. 670.]

4. Witnesses (§ 275 (2)*)—Cross-examination — Scope—Reason for Repudiating Contract.—Where defendant proved that he had been obliged to purchase another engine on account of delayed delivery of one purchased of plaintiff, the plaintiff could inquire on cross-examination what he had paid for it, to show a motive for repudiating his contract with plaintiff and to show the entire transaction.

[Ed. Note.—For other cases, see Witnesses, Cent. Dig. § 968* 13 Va.-W. Va. Enc. Dig. 957.]

5. Sales (§ 81 (3)*)—Time of Shipment—“At Once.”—Where a

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

contract of sale required shipment of engine "at once," shipment as soon as railway company furnished a car and within two days was sufficient.

[Ed. Note.—For other cases, see Sales, Cent. Dig. § 219.* 12 Va.-W. Va. Enc. Dig. 24.]

For other definitions, see Words and Phrases; First and Second Series, At Once.]

Error to Law and Chancery Court of City of Norfolk

Action by L. F. Hobbs against Louis Lawson. Judgment for plaintiff, and defendant brings error. Affirmed.

R. W. Tomlin, of Norfolk, for plaintiff in error.

Henry Bowden, of Norfolk, for defendant in error.

MOTLEY *v.* HODGES.

March 15, 1917.

[91 S. E. 757.]

1. Vendor and Purchaser (§ 343 (2)*)—Remedies of Purchaser—Sale by Acre—Deficiency.—In cases of sale of land by the acre, a court of equity holds the vendor liable for any deficiency on the ground of mistake.

[Ed. Note.—For other cases, see Vendor and Purchaser, Cent. Dig. § 1024.* 4 Va.-W. Va. Enc. Dig. 415.]

2. Mortgages (§ 372 (1)*)—Sale under Deed of Trusts—Deficiency in Acreage.—The purchaser at a sale by a trustee in a deed of trust on land to secure debts cannot recover in equity against the beneficiary and the trustee for a deficiency in acreage on the ground of mistake; the principle of caveat emptor applying.

[Ed. Note.—For other cases, see Mortgages, Cent. Dig. § 1102.* 10 Va.-W. Va. Enc. Dig. 101.]

Sims, J., dissenting.

Appeal from Circuit Court, Pittsylvania County.

Suit by W. L. Hodges against John J. Motley and James L. Tredway, trustee. From a decree for plaintiff against Motley, he appeals. Decree reversed.

Jas. L. Tredway, of Chatham, and *S. A. Anderson*, of Richmond, for appellant.

Clement & Clement, of Chatham, for appellee.

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.